

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 1:25-cv-21291-LEIBOWITZ/AUGUSTIN-BIRCH

**SHELBY MAYES,**

Plaintiff,

v.

**J & J GREEN PAPER, INC., et al.,**

Defendants.

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**DEFENDANT’S J & J GREEN PAPER, INC., AND  
MICHAEL SCOTT SEGAL’S RESPONSE TO PLAINTIFF’S STATEMENT OF CLAIM**

Defendants, J & J Green Paper, Inc. (“Defendant J&J”) and Michael Scott Segal (“Defendant Segal”) (collectively referred to as “Defendants”), by and through their undersigned counsel hereby file their Response in Plaintiff’s Statement of Claim in accordance with the Court’s March 20<sup>th</sup>, 2025 [D.E. 5] and April 22, 2025 [D.E. 10] Orders. In doing so, Defendants state as follows:

**Defendants’ Response to Plaintiff’s Information Provided to the Court**

1. Plaintiff brings various causes of action (failure to pay minimum wages under the Fair Labor Standards Act, failure to pay minimum wages under the Florida Constitution, failure to pay overtime under the FLSA, and unjust enrichment) based on her failure to receive wages for the period of December 15, 2024 through January 15, 2025.

2. An Amended Complaint was filed on May 15, 2025. [D.E. 15]. No certificate of service was provided and the Amended Complaint was not received or served on the Defendants.

3. As Plaintiff’s own records and Defendant J&J’s records reflect, Defendant J&J hired Plaintiff as a salaried employee at an annual salary of \$60,000 which breaks down to approximately \$5,000 a month.

4. Neither Defendant J&J nor Defendant Segal dispute that Plaintiff was owed her salaried rate of pay for the period of December 15, 2024 through January 15, 2025.

5. Defendants contend that Defendant J&J provided Plaintiff with her salaried rate of pay via a check in mid-February 2025 after Plaintiff questioned Defendant J&J about the nonreceipt of her paycheck.

6. Defendant J&J failed to send out that paycheck via certified mail and sent it out, instead, via U.S. Mail.

7. Plaintiff failed to cash the subject paycheck and has claimed that she never received it.

8. Defendants received a demand letter from Plaintiff's counsel dated April 25, 2025 indicating that Plaintiff had not received the subject paycheck for her last month of employment.

9. Defendants do not dispute that Plaintiff was owed for all days worked within her pay period.

10. Defendants are willing to pay Plaintiff for December 15, 2025 through January 7, 2025, but not past January 7<sup>th</sup>, 2025.

11. Plaintiff did not work part of any days past January 7, 2025 for Defendant J&J.

12. Defendants calculate that **Defendant J&J owes Plaintiff no more than \$3,750 in wages for the subject period of December 15, 2024 through January 15, 2025** in contrast to Plaintiff's contention that she is owed \$5000 as salary.

13. Defendants further point out that Plaintiff is seeking double-recovery for the time she worked by claiming double minimum wages under the federal minimum wage and the state minimum wage for 160 hours time for the December 15, 2024 through January 15, 2025 period.

14. Defendants further contest the awarding of any liquidated damages because any nonpayment by Defendant J&J was (a) not willful; and (b) was based on a reasonable belief that they were complying with the law.

15. Defendants further assert that any dispute as to the amount of hours owed previously by Defendant J&J was previously due to conflicting interpretations of the law based on consultations with lawyers that do not practice in the wage payment subspecialty.

WHEREFORE, Defendants seek judgement in their favor with attorney's fees and costs assessed against Plaintiff.

Respectfully submitted,

/s/ Sabrina Puglisi

Sabrina Vora-Puglisi

Florida Bar # 0324360

PUGLISI CARAMES, P.A.

10 Canal Street, #328

Miami Springs, Florida 33166

Phone: (305) 403-8063

Email: [sabrina@puglisicarames.com](mailto:sabrina@puglisicarames.com)

**CERTIFICATE OF SERVICE**

I certify that a copy hereof has been filed to all parties of record with CM/ECF on

June 4, 2025.

By: /s/ Sabrina Puglisi  
Sabrina Vora-Puglisi